

United Food and Commercial Workers International Union, Local 1059, AFL-CIO-CLC and Albrecht's Ohio Inns, Inc., d/b/a Days Inn. Case 9-CC-1172

20 January 1984

DECISION AND ORDER

BY MEMBERS ZIMMERMAN, HUNTER, AND DENNIS

On 22 March 1983 Administrative Law Judge William F. Jacobs issued the attached decision. The Respondent filed exceptions and a supporting brief, and the Charging Party filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.²

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, United Food and Commercial Workers International Union, Local 1059, AFL-CIO-CLC, Columbus, Ohio, its officers, agents, and representatives, shall take the action set forth in the Order, except that the attached notice shall be substituted for that of the administrative law judge.

¹ In sec. III, par. 2, of his decision, the judge stated that the legend on the union picket signs contained the initials "UCFW," rather than "UFCW." We correct this error. Accordingly, the sentence in question should read, "The pickets carried signs bearing the message, 'Stop, do not patronize Days Inn. This employer does not have a contract with UFCW, Local 1059.'"

² We shall issue a new notice to conform the language more closely to the judge's recommended Order.

APPENDIX

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT picket the Days Inn, Wheelersburg, Ohio, thereby inducing and coercing individuals employed by the Days Inn, Wheelersburg, Ohio, and other persons engaged in commerce or in industries affecting commerce, to engage in a strike or refusal in the course of their employment to perform services for their employers and coercing and restraining the Days Inn, and other persons

engaged in commerce or in industries affecting commerce, where the object of said picketing is to force or require the Days Inn, or other persons engaged in commerce or in industries affecting commerce, to cease doing business with the Ramada Inn, Portsmouth, Ohio, and/or to force the Ramada Inn to enter into a contract with us in violation of Section 8(b)(4)(i) and (ii)(B) of the Act.

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 1059, AFL-CIO-CLC

DECISION

WILLIAM F. JACOBS, Administrative Law Judge: The above-cited case was tried before me on September 22, 1982,¹ at Portsmouth, Ohio. The charge was filed on August 11 by Albrechts' Ohio Inns, Inc., d/b/a Days Inn against United Food and Commercial Workers Union, Local 1059, hereinafter called the Union. The complaint issued August 20 and alleges that the Union violated Section 8(b)(4)(i) and (ii)(B) in that on various occasions between August 7 and 13 the Union, in furtherance and support of its dispute with Southern Ohio Hospitality Inc., d/b/a Ramada Inn, picketed Days Inn, a secondary employer with whom it has no dispute. The Union filed a timely answer in which it admits the picketing but denies that it thereby violated the Act.

All parties were represented at the hearing and were afforded opportunity to examine witnesses, present evidence, and offer argument. All parties filed briefs.

On the basis of the record as a whole, my observation of the witnesses, and after giving due consideration to the briefs, I make the following

FINDINGS AND CONCLUSIONS

I. JURISDICTION²

Southern Ohio Hospitality, Inc., d/b/a Ramada Inn, a wholly owned subsidiary of Albrechts' Ohio Inns, Inc., is an Ohio corporation with places of business located in Portsmouth, Ohio, where it has been engaged in the operation of a motel providing lodging and related services. Since commencing operations on or about April 1, the Ramada Inn, in the course and conduct of its operations, has derived gross revenues in excess of \$350,000 and on a projected basis for the 12-month period commencing about April 1, will annually derive gross revenues in excess of \$500,000. Since commencing operations about April 1, the Ramada Inn, in the course and conduct of its business operations, has purchased and received at its Portsmouth, Ohio facility products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Ohio. The Ramada Inn is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

¹ All dates are in 1982 unless otherwise noted.

² Jurisdictional allegations of the complaint were amended at the trial.

II. THE LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that the Union is now, and has been at all material times herein, a labor organization within the meaning of Section 2(5) of the Act.

III. FINDINGS OF FACT

A. *The Picketing*

The Union has been the recognized representative of the employees of Ramada Inn located in Portsmouth, Ohio. On April 1, Southern Ohio Hospitality, Inc. purchased the Ramada Inn from its previous owners and thereafter engaged in collective bargaining with the Union for the purpose of arriving at and executing a new agreement to replace the contract which had expired prior to the purchase. The negotiations were successful, however, and on July 21 Ramada Inn employees went out on strike.

On August 7 the Union commenced picketing at the Days Inn located in Wheelersburg, Ohio, some 15 miles from the Ramada Inn and said picketing occurred intermittently thereafter through August 13. The pickets carried signs bearing the message, "stop, do not patronize Days Inn. This employer does not have a contract with UCFW, Local 1059."³ On August 9, an employee of Days Inn approached one of the pickets and engaged him in conversation. The picket identified himself as a business agent for the Union and stated that he was trying to help the workers at the Ramada Inn with a problem. He said that the pickets were doing some informational picketing. On another occasion, a different employee approached a picket and asked her why they were picketing the Days Inn. The picket replied that they were picketing because the same people that owned the Ramada Inn also owned the Days Inn.

The incidents described herein were credibly testified to by witnesses for the General Counsel and said testimony was neither controverted nor denied. It is therefore credited. Consequently, I find that the picketing of the Days Inn had as its purpose the enmeshing of the Days Inn in the dispute between the Ramada and the Union.

B. *Positions of the Parties*

The Union admits that it picketed the Days Inn but posits that it could lawfully do so since the Days Inn was and is an ally of the Ramada. Both the General Counsel and the Charging Party deny this to be the case.

C. *The Ally Question—Facts*

Under the circumstances of the instant case, in order to find the Union's picketing of the Days Inn permissible under the law, the Days Inn must be found to be, along with the Ramada Inn, a single integrated operation. In order to make this determination, several factors must be considered, namely, the existence or nonexistence of common ownership and management, the degree of centralization of labor relations, and the interrelation of business operations.

³ The parties agree that no organizational motive was involved.

1. Ownership

Gary and Jeff Albrecht,⁴ brothers, are co-partners in a general partnership entitled Albrecht Town House Enterprises (Town House) which they control. Town House owns Albrecht Ohio Inns, Inc. (Ohio Inns). Ohio Inns owns Southern Ohio Hospitality, Inc. (Southern) and the Days Inn in Wheelersburg, Ohio. Southern owns the Ramada Inn in Portsmouth, Ohio. Town House also owns three restaurants as well as other interests, not otherwise involved herein.

Southern was organized April 1, the same day that the Ramada Inn was acquired, following an agreement negotiated earlier by Ohio Inns. The purchase of the Ramada Inn from its previous owners was actually made by Southern with money obtained from Ohio Inns, its parent company, and through loans secured by the purchased Ramada property, the notes guaranteed by Ohio Inns.

Southern owns the Ramada land, building, equipment and furniture, but Ohio Inns guaranteed the loans for their purchase. Similarly, the extensive renovation going on at Ramada, requiring additional loans, is likewise being guaranteed by Ohio Inns. The land on which the Days Inn is located and which is owned by Ohio Inns is being used to secure the financing for the purpose of the Ramada Inn by Southern.

For purposes of the instant proceeding, the above facts warrant the conclusion that the Days Inn in Wheelersburg, Ohio, and the Ramada Inn in Portsmouth, Ohio, are commonly owned. Indeed, the General Counsel and the Charging Party appear, in their briefs, to concede as much, and I so find.

2. Management

The officers of Ohio Inns are President Gary Albrecht, Vice President Everett Sharp, and Secretary Treasurer Jeff Albrecht. The officers of Southern are President Jeff Albrecht and Secretary Treasurer Gary Albrecht. The board of directors of Ohio Inns and Southern are identical. Thus, the officers and directors of the controlling corporations are virtually the same.

The manager of the Days Inn is Frank Johnson and its housekeeper is Opal Smith. The manager of the Ramada Inn is Carl Lindner, the office manager is Margo Burns, the housekeeper is Mary Leasley, and the assistant housekeeper is Wanda McDaniels. Thus, the management of the two motels, at the local level, is entirely separate and distinct.

The Days Inn and the Ramada Inn are both franchised operations.⁵ They are, however, competing franchises with different franchise standards. With regard to the Days Inn, both Gary and Jeff spend about 5 percent of their working time at that location. Gary visits on the average of twice per week and will remain on the premises about half an hour each time, checking up on what

⁴ Hereafter Gary and/or Jeff.

⁵ Payment is made to Ramada Inn, Inc., Phoenix, Arizona, for use of the Ramada Inn name and to Days Inn, Inc. Days Inn of America, Atlanta, Georgia, for use of the Days Inn name. Payments for each franchise varies according to the amount of business at the individual inn involved.

has occurred in the day-to-day operations of the inn. Thus, he oversees that Johnson has managed to keep labor costs in line and has followed the requirements of the franchise, particularly after an inspection by the franchising company in order to be certain that recommendations are being carried out. Jeff's visits too are for the purpose of overseeing that Johnson has been carrying out the day-to-day operations. His visits include auditing and reviewing financial statements. Neither Gary nor Jeff maintained an office at the Days Inn. Johnson, who is in charge of the day-to-day operations at the Days Inn, has never worked at the Ramada Inn.

With regard to the Ramada Inn, both Gary and Jeff spend about 5 percent of their time overseeing the day-to-day operations of that establishment. They have, however, been involved extensively in its renovation, both spending a majority of time, 75 to 90 percent, overseeing this work. They have been spending somewhat less time at the Ramada since the strike of Ramada employees which began July 21. The renovation which was still in process as of the time of the hearing was scheduled to be completed within a year, in accordance with the contract with the franchise. The time utilized in overseeing the renovation includes dealings with architects, engineers, and designers. With the completion of the renovation, the percentage of time spent at the Ramada will decrease and more time will then be dedicated by Gary and Jeff to the other interests of the partnership.

Carl Lindner, the manager at the Ramada Inn, is in charge of the day-to-day operations at that establishment. Lindner had worked at the Days Inn as a night auditor for 11 months prior to the Albrechts' acquisition of the Ramada Inn. He was, however, transferred to the Wheelersburg Town House Restaurant about 2 months before said acquisition, where he underwent 9 weeks of training as an assistant manager, there being need there, at that time, for an assistant manager anyway. From the restaurant, Lindner was promoted to manager at the Ramada. No other employees transferred directly or indirectly from the Days Inn to the Ramada Inn.

Both Gary and Jeff have check-signing authority although Jeff, a CPA who takes care of the financial phases of the business including tax returns, payrolls, financial statements, and preparation of the ledgers, signs most of the checks in connection with these functions and with his auditing and reviewing duties. All managers and supervisors at both Inns and the restaurants are paid from the same partnership payroll account as all of the rank-and-file employees.⁶ Management personnel all receive hospitalization from the same insurance company and their premiums are paid by a single check drawn on the Town House account. Restaurant managers receive bonuses based on profits. The inn managers receive no bonuses. The managers have no pension retirement or profit-sharing plans.

3. Labor relations

The Days Inn has never had a collective-bargaining agreement nor has it ever recognized any labor organiza-

tion as the representative of its employees. The Respondent herein has never claimed to be the collective-bargaining representative of the Days Inn employees and has never sought such status.

The day-to-day labor relations problems which arise at the Days Inn are taken care of by Johnson rather than by Gary or Jeff and, when he leaves for vacation, he is expected to leave behind a schedule to be implemented in his absence. More specifically, Johnson interviews applicants for employment and has authority to hire. He sets wage rates for new employees as well as current employees; grants wage increases as deserved; resolves grievances; and discharges, all without consultation with either of the Albrechts. Johnson has nothing whatsoever to do with the Ramada Inn.

The Days Inn supplies certain guidelines or standards for Johnson to follow in determining labor costs. These guidelines are based on the historical relationship of costs to payroll and Johnson is expected to stay within these guidelines. For example, the Days Inn guidelines include an estimate of how many rooms a maid is expected to be able to clean within a given time period. The Days Inn guidelines are different from those in use at the Ramada Inn.

The previous owners of the Ramada Inn had a collective-bargaining agreement with the Union. When Albrechts acquired the Ramada Inn in April 1982, they did not transfer any of the Days Inn hourly employees to the Ramada Inn. Rather, they accepted applications from and interviewed the hourly employees already employed at the Ramada Inn. After the initial interviews by the Albrechts, Lindner reviewed their results. He then evaluated the comments of the applicants and the reports on their experience. Subsequently, he, together with the Albrechts, decided whether or not to hire them. This is how the initial staff was selected. Since the initial staff was hired there have been 25-30 new hires. Lindner interviewed each of these new applicants, hired them, and assigned them wages determined in accordance with an offer made previously during negotiations with the Union. Lindner's decision to hire these employees was made without previous consultation with the Albrechts.

Labor negotiations with the Union have been conducted on behalf of the Ramada Inn management by Gary, Lindner, and the Company's attorney. After bargaining with the Union, it was Gary, Jeff, Lindner, and the attorney who decided to implement the Company's wage offer to the Union at the Ramada.

The day-to-day labor relations problems which arise at the Ramada Inn are taken care of by Lindner rather than by Gary or Jeff. He too, like Johnson at the Days Inn, must leave behind a schedule to be followed when he leaves on vacation. Standards or guidelines within which day-to-day operating decisions are made by Lindner are set down by Gary and are dependent on the amount of business being done by the Inn. Lindner has the same authority to hire and fire at the Ramada Inn as Johnson has at the Days Inn. He has no authority whatsoever at the Days Inn.

⁶ Gary and Jeff do not receive salaries but draw out of their partnership. This money, however, comes out of the same payroll account.

Payroll checks at the Days Inn and at the Ramada Inn are written on the same bank account.⁷ Jeff approves the payroll for both inns after both Gary and Jeff together review the number of hours and the amount of overtime used at each inn to make certain that labor costs are kept within the guidelines. If it is determined that labor costs are too high, either Gary or Jeff will instruct Johnson or Lindner to get the hours under control.

Although there are labor relations manuals used at each of the inns, provided by their respective franchise companies, which differ one from the other, neither franchise dictates through these manuals, or otherwise, the amount of wages to be paid, the type of fringe benefits to be granted, the rules of conduct to be implemented, whether to recognize a union, whether to participate in negotiations with a union, or when to hire, fire, or discipline.

4. Interrelation of business operations

There are 15 or 16 employees working at the Days Inn, 20 to 22 employees working at the Ramada Inn, and 120 employees employed at the restaurants. There have been no transfers, permanent or temporary, from the Ramada Inn to the Days Inn. As noted above, there have been no transfers, permanent or temporary, from the Days Inn to the Ramada Inn since the Ramada Inn's staff was initially hired. No employees have moved from the restaurants to the Days Inn. About 1-1/2 years prior to the hearing, an individual named Joyce Cunningham worked at the Days Inn for about 6 months. About a year after quitting her job at the Days Inn, she applied for work at the Ramada Inn and was hired as night auditor. She has not worked at the Days Inn since quitting her job there. This is the extent of inter-inn transfers.

No Ramada Inn hourly employees have performed work at the Days Inn. Similarly, no Days Inn employees have worked at the Ramada Inn. However, there are two maintenance employees of Town House who were hired April 1, Ralph Bonzo and Mike Leasley, who do 99 percent of their work at the Ramada Inn on the renovation but who are not in the unit of employees represented by the Union. On one occasion Leasley was sent over to the Days Inn to repair a piece of pool equipment. This took a couple of hours in May. On a second occasion Leasley was sent to the Days Inn to repair a parking lot light. This took about half an hour in July. According to Gary's testimony, these are the only times that Leasley has worked at the Days Inn while Bonzo has never performed any work there.⁸ Normally, Johnson handles the maintenance work at the Days Inn by either making the needed repairs himself or by hiring someone to come in and repair whatever is broken.

Ordinarily it is the practice at the restaurants to send their soiled aprons to the Days Inn for laundering. The Days Inn is reimbursed by the restaurants for this service. In July, on two isolated occasions the aprons were

done at the Ramada Inn. On one of these two occasions the Ramada was reimbursed for the service by Town House.

Employees of the inns punch in on timecards at their respective places of employment. Johnson at the Days Inn and Lindner at the Ramada Inn collect these cards every 2 weeks and tabulate the number of hours worked by their employees. They turn these tabulations over to Jeff for preparation of the payroll checks. Jeff then puts the tabulated hours into a computer which prints out the payroll check for each employee.⁹ The total payroll is computed for each corporation. A check is issued on each corporation and deposited into the payroll account to cover that particular corporation's employees. Checks then issue from the single payroll account for all employees, that single account being in the name of Town House (the partnership). Sometimes the checks for all employees issue from the Town House account and that account is later reimbursed by the Days Inn and the Ramada Inn respectively for the amount of each one's payroll. This same account pays all of the bills for the restaurants. The single account for all payrolls is used because of the computer which prepares the payrolls. This computer uses a special kind of check that has to be printed in a particular way by means of a tractor feed system so that the printer can pull it through. These checks are different from the ones that are usually purchased at a bank. The cost of the checks are determined by the number of checks purchased so that if only a few hundred checks are purchased they would cost 13 cents each whereas if 10,000-15,000 checks are purchased at a time, the cost would be down to 3-1/2 or 4 cents each. Thus, it pays to purchase in great quantity and use the same type check for as many reasons as one can.

Vacations are given to employees at each of the inns but rank-and-file employees receive no insurance, hospitalization, or pensions. Workmen's compensation and unemployment compensation premiums are paid out of a single partnership account but each corporation has its own account and payments are charged against the corporation on whose account claims are made, i.e., either Ohio Inns for the Days Inn or Southern for the Ramada Inn. Jeff signs the checks for workmen's compensation and unemployment compensation and there are separate checkbooks and separate accounts that he has for the Days Inn, for the Ramada Inn, and for the restaurants as well. Thus, each business writes its own checks and pays its own way.

Separate Federal ID numbers for income tax purposes have been issued to Southern d/b/a Ramada Inn and to Ohio Inns d/b/a Days Inn. Town House reports its income separately as a partnership. There are separate income tax returns filed for each entity. Checks are written for withholding tax from employees' wages and these checks are deposited in a special withholding account at the bank. Jeff writes the withholdings for the Days Inn employees on the Days Inn account bearing its own Federal ID number. He does the same thing for the restaurant employees using the Town House checkbook. Thus,

⁷ The paychecks for maintenance employees and for employees of Town House, including restaurant employees, are also written on the same bank account.

⁸ Hearsay testimony to the effect that Bonzo and Leasley may have worked together on one other occasion, cleaning the pool at Days Inn, is not relied on, but in any event would not affect the decision herein.

⁹ Jeff maintains a desk and a computer at his home to do his office work.

withholdings at the Days Inn and the Ramada Inn are never deposited in the partnership account. The employees receive W-2 forms at the end of the year each bearing the distinct Federal ID number of their particular employer, Days Inn, Ramada Inn, or Town House.

The inns have separate bank accounts. The Ramada's bank is in Portsmouth, Ohio, whereas the Days Inn bank is Bank One, Wheelersburg, Ohio. The utility bills for each of the inns is paid at its own bank. Johnson does all of the daily banking transactions for the Days Inn. He gets change and deposit slips from the bank. He also signs checks made out for reservations from one Days Inn to another. These are the only checks that Johnson signs.

The inns do not sell to or purchase from each other. The inns order linens and other supplies from various suppliers, each doing its own ordering. They do not share linens or other supplies. Ordering is done by the manager or housekeeper at each inn. Each inn is separately billed for its order. Checks for supplies are signed by either Gary or Jeff drawn on a different bank for each inn. The particular inn ordering supplies is responsible for reconciling statements with invoices, collating them each month, and putting them together to give to Jeff. At the Ramada Inn monthly invoices and statements are kept on file by Burns. At the end of the month she gathers them together to give to Jeff for payment. Although Burns has occasionally written checks for supplies, she does not sign them. The same system is used at the Days Inn where statements and invoices are reconciled by a Days Inn employee. Any discrepancies are brought to Jeff's attention for further inquiry. At the Ramada Inn Jeff reconciles the invoices and statements himself because it is a new business.

With regard to clerical work, when Gary is at the Ramada and needs typing done, Burns does it for him. When he is at the Days Inn, an employee of Days Inn types for him. Jeff does his own typing, usually at home.

The inns do not exchange services, and neither shares nor interchanges equipment.

The Ramada Inn has 119 rooms while the Days Inn has 62 rooms. Each inn participates in a different nationwide reservation system which differs in its operations, one from the other. Locally, if the Days Inn is booked up, customers are referred to the Ramada Inn or to a Holiday Inn. The Days Inn franchise requires two referrals. If the Ramada Inn is booked up, the customers are referred to three other motels: The Days Inn, the Holiday Inn, or the Ett-Mar.

Both motels advertise, but separately, never jointly since the franchises will not permit it. By agreement with the franchises, a certain number of advertising billboards must be maintained. Lindner takes care of this on behalf of the Ramada Inn. He also deals with advertising agencies on behalf of the Ramada. Gary and Jeff also work with radio, newspapers, and advertising agencies.

5. Conclusion

The factual record clearly indicates that, although both the Days Inn and the Ramada Inn are commonly owned, the day-to-day operation of each motel is in the hands of different managers; the day-to-day labor rela-

tions at each motel is separately administered; and the interrelation of operations is minimal. I find therefore that the two motels are separate enterprises and that the factors herein considered are insufficient to establish that the Ramada Inn and the Days Inn are operated as a single integrated business operation. Consequently, I conclude that the Days Inn is entitled to the protection of Section 8(b)(4) in connection with the Union's dispute with the Ramada Inn. Accordingly, as the Union picketed the Days Inn with the object of forcing it to cease doing business with its suppliers and with its customers, it engaged in unlawful secondary activity.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The conduct of the Respondent, described in section III, above, occurring in connection with the operations of the Employer described in section I, above, has a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tends to lead to labor disputes burdening and obstructing commerce and the free flow thereof.

V. THE REMEDY

Having found that the Respondent committed unfair labor practices, I shall recommend, in order to effectuate the policies of the Act, that the Respondent cease and desist therefrom and take certain affirmative action.

On the basis of the foregoing findings of fact and the entire record in this proceeding, I make the following

CONCLUSIONS OF LAW

1. The Union is a labor organization within the meaning of Section 2(5) of the Act.

2. Southern Ohio Hospitality, Inc., d/b/a Ramada Inn is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) and Section 8(b)(4) of the Act.

3. By picketing the Days Inn at Wheelersburg, Ohio, the Respondent has violated Section 8(b)(4)(i) and (ii)(B) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

On the basis of the foregoing findings of fact and conclusions of law, and on the entire record in this proceeding, I issue the following recommended

ORDER¹⁰

The Respondent, United Food and Commercial Workers International Union, Local 1059, AFL-CIO-CLC, Columbus, Ohio, its officers, agents, and representatives, shall

1. Cease and desist from picketing the Days Inn, Wheelersburg, Ohio, and thereby inducing and coercing

¹⁰ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

individuals employed by the Days Inn, Wheelersburg, Ohio, and other persons engaged in commerce or in industries affecting commerce to engage in a strike or refusal in the course of their employment to perform services for their employers and coercing and restraining the Days Inn and other persons engaged in commerce or in industries affecting commerce where the object of said picketing is to force or require the Days Inn or other persons engaged in commerce, or in industries affecting commerce, to cease doing business with the Ramada Inn and/or to force the Ramada Inn to enter into a contract with the Union in violation of Section 8(b)(4)(i) and (ii)(B) of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act.

(a) Post at conspicuous places at its business office and customary meeting places of its members, including all places where notices to its members are customarily posted, copies of the attached notice marked "Appendix."¹¹ Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by

the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Furnish to the said Regional Director for Region 9, immediately upon request, as many signed copies of said notice as he may require for posting by the Days Inn, if said should agree, where notices to the employees at said inn are customarily posted.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

¹¹ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."